

1 other than BellSouth. The inability of CLECs to use the items in the checklist is a
2 significant roadblock to the development of competition in Georgia. I am therefore not
3 surprised that BellSouth is aware of no facilities based competitor offering local exchange
4 service to business and residential customers in Georgia.

5
6 **I. INTERCONNECTION ARRANGEMENTS**

7
8 **Q. WHAT DOES THE ACT REQUIRE IN TERMS OF INTERCONNECTION?**

9 **A.** Under Section 251(c)(2), an incumbent local exchange company (ILEC) must provide
10 nondiscriminatory interconnection to its network at any "technically feasible point."

11
12 The FCC definition of "nondiscriminatory" interconnection requires ILECs to provide
13 interconnection to CLECs on the same terms and conditions as the ILEC provides to itself. In
14 other words, the quality of interconnection provided to CLECs must be "indistinguishable"
15 from that provided to itself. First Report and Order, ¶ 224. Notably, the FCC has recognized
16 that the nondiscrimination standard in section 251 is more stringent than the "unjust and
17 unreasonable discrimination" standard found in the 1934 Act. See First Report and Order, ¶¶
18 217-18.

19
20 In particular, the nondiscrimination principle requires that CLECs have the ability to select
21 those points of technically feasible interconnection that correspond to the network design they

1 have planned to meet their customers' needs. Moreover, the Act requires that ILECs fulfill
2 requests from CLECs for interconnection in a manner that meets the same efficiency and
3 quality standards that apply to the ILECs themselves. Delays in the offering of new
4 interconnection arrangements, inferior provisioning, installation, or maintenance or the
5 uneconomic pricing of interconnection are clearly discriminatory.

6
7 The FCC has made it clear that technical feasibility refers solely to technical or operational
8 concerns, rather than economic, space, or site considerations. First Report and Order, ¶¶ 198-
9 201. It also established that if an ILEC wishes to claim that a given point of interconnection is
10 not technically feasible, the burden is on the ILEC to prove this. First Report and Order, ¶ 198.

11
12
13 For purposes of interconnection to points of access for unbundled elements, the FCC has
14 defined a minimum, non-exhaustive set of points for interconnection. First Report and
15 Order, ¶ 210. The FCC referenced the:

- 16 (1) line-side of a local switch (i.e., Main Distributing Frame ("MDF"))
- 17 (2) trunk-side of a local switch;
- 18 (3) trunk interconnection points for a tandem switch;
- 19 (4) central office cross-connect points in general; and
- 20 (5) out-of-band signaling transfer points ("STPs") necessary to exchange traffic
21 and access call related databases.

1

2 **Q. WHAT INTERCONNECTION POINTS ARE PROVIDED OR BEING OFFERED BY**
3 **BELLSOUTH FOR INTERCONNECTION?**

4 **A.** BellSouth describes the interconnection of networks it intends to provide in section I of its
5 Statement. It indicates that it will provide interconnection at any technically feasible point
6 which meets the requirements of the Act.

7

8 **Q. PLEASE EXPLAIN THE MARKETPLACE OPERATIONAL EXPERIENCES**
9 **AT&T HAS HAD WITH BELLSOUTH'S INTERCONNECTION AGREEMENT.**

10 **A.** AT&T has had little operational experience with BellSouth's interconnection agreement in that
11 the agreement was just signed on February 3, 1997. Only now that a signed interconnection
12 agreement is in place can AT&T even begin to plan the most efficient and most economical
13 means to provide local service to the citizens of Georgia. Any previous efforts to provide local
14 service would have been like agreeing to purchase an automobile and not knowing what kind it
15 was, what features it had on it and what the price would be. Needless to say, few of us would
16 ever agree to such a purchase.

17

18 **Q. HAS BELLSOUTH INTERCONNECTED WITH ANY CLECS?**

19 **A.** BellSouth Witness Scheye states in his testimony on page 17 lines 5 through 7 that BellSouth
20 has processed orders for over a thousand interconnection trunks. However, during his cross
21 examination, he admitted that not all of these were in Georgia; the one thousand trunks were in

1 fact spread across all the nine BellSouth states. During this same cross examination, he
2 indicated that to his knowledge, there were only a total of three CLECs currently using these
3 trunks to interconnect with BellSouth.

4
5 This form of interconnection using trunks is essentially the same process that is employed
6 today by BellSouth in the day-to-day business of providing access. It is not a new and different
7 processes required for the other forms of unbundled network elements. To my personal
8 knowledge only one CLEC, ACSI, has even attempted to interconnect with BellSouth in
9 Georgia by employing an unbundled network element other than interconnection trunks. ACSI
10 attempted to interconnect with BellSouth in Columbus, Georgia on an extremely limited basis
11 (three customers) using unbundled local loops.

12
13 Based on the experiences of ACSI, which are documented below, I don't believe many others
14 will attempt such a feat until BellSouth has demonstrated clearly not only that it possesses the
15 technical competence to interconnect using any other network element other than
16 interconnection trunks with the CLECs, but more importantly demonstrates a managerial and
17 pro competitive competence to do so.

18
19 Clearly, BellSouth has not demonstrated that it is able to provide the various types of
20 interconnection with other local service providers at the volumes that can be expected in a fully
21 competitive local market.

1

2 **Q. HAS BELLSOUTH OR THE COMMISSION RECEIVED WRITTEN COMPLAINTS**
3 **FROM CLECS REGARDING INTERCONNECTION POLICIES OR PRACTICES,**
4 **AND THE BASIS FOR, AND RESOLUTION OF, SUCH COMPLAINTS?**

5 **A.** Both BellSouth and this Commission, as well as the FCC, have received written complaints
6 from ACSI based upon the total lack of professionalism and concern for the customer
7 displayed by BellSouth during the cutovers of existing BellSouth customers to ACSI by
8 employing unbundled local loops obtained by ACSI from BellSouth. In his cross
9 examination, BellSouth's Witness Scheye admitted BellSouth had failed to adequately
10 provide service to ACSI when he stated, "yes, we failed to deliver in a timely fashion."
11 Witness Scheye then stated that despite an admitted lack of performance this Commission
12 should not preclude BellSouth from providing in region interLATA service.

13

14 Given the comments of a BellSouth official, Executive Vice President Ms. Ann Andrews,
15 as to the ACSI situation; it is clearly evident that BellSouth expects to provide only
16 promises of equitable treatment, not actual delivery of the same. She informed ACSI that
17 BellSouth will not provide basic provisioning functions (such as order status, jeopardies
18 against the due date, etc.) that are routinely provided to special access customers.

19

20 **II. ACCESS TO UNBUNDLED NETWORK ELEMENTS AND STANDARDS**

1 **Q. WHAT STANDARDS HAVE BEEN ESTABLISHED UNDER THE**
2 **TELECOMMUNICATIONS ACT AND THE FCC REGULATIONS GOVERNING**
3 **THE UNBUNDLING OF NETWORK ELEMENTS?**

4 A. Section 251(c)(3) of the Federal Act requires an ILEC to provide "nondiscriminatory
5 access to network elements on an unbundled basis at any technically feasible point on
6 rates, terms, and conditions that are just, reasonable, and nondiscriminatory." As stated by
7 the FCC in the First Report and Order, this obligation applies both to the quality of the
8 unbundled network element and to the obligation to provide access to that element. The
9 nondiscrimination requirement further requires the ILEC to provide both the element itself
10 and access to such element on a basis that is equal to the access provided to the ILEC or
11 its affiliate (First Report and Order, ¶ 312). Subject to reimbursement of the ILEC, the
12 requesting carrier may also seek access to an UNE at a level of quality that is superior to
13 the access and/or quality offered to the ILEC and to its affiliates.

14
15 **Q. WHAT DOES A PURCHASER OF AN UNBUNDLED NETWORK ELEMENT**
16 **RECEIVE UNDER THIS REGULATION?**

17 A. Under the FCC regulations, a purchaser of an unbundled network element is entitled to
18 "exclusive use of that facility for a period of time, or when purchasing access to a feature
19 function, or capability of a facility, a telecommunications carrier is entitled to use that
20 feature, function, or capability for a period of time." 47 C.F.R. § 51.309. For example, a
21 purchaser of unbundled switching is entitled to receive all of the features and functionality

1 of that switch, including access to the vertical services and capabilities resident in the
2 switch.

3

4 **Q. DO THE STATE COMMISSIONS HAVE RESPONSIBILITIES RELATING TO**
5 **THE PROVISIONING OF UNBUNDLED NETWORK ELEMENTS?**

6 **A.** Yes. In the First Report and Order, the FCC stated that the state commissions were to
7 establish timetables for the provision of the unbundled network elements by ILECs. (First
8 Report and Order, ¶ 310).

9

10 **Q. WHAT IS THE SIGNIFICANCE OF THIS REQUIREMENT?**

11 **A.** The responsibility of the state commissions to implement the requirements relating to the
12 unbundling of the ILEC networks is central to the opening of the local exchange market to
13 competition. If ILECs are able to use the regulatory process to delay the onset of
14 competition or if CLECs are not able to obtain access to unbundled networks on the same
15 terms and conditions and within the same time frame as the ILECs, then these CLECs will
16 be unable to offer competitive services and will not be able to pry open the monopoly
17 bottleneck.

18

1 Q. DOES BELLSOUTH PROVIDE OR OFFER UNRESTRICTED ACCESS TO
2 EACH UNE, AND, IF NOT, WHY NOT?

3 A. No. BellSouth in its Statement provides information about the UNEs that are available
4 from BellSouth. The Statement is in many cases unclear or not specific enough to
5 determine if the access is non-discriminatory or at parity with BellSouth. Its offer to
6 provide UNEs can only be tested once actual orders are placed and service is provided.
7 More specificity is required in order to determine what restrictions have been placed on
8 CLECs wishing access to UNEs on a non-discriminatory basis. Based on the Statement
9 and the arbitrated agreements, I have identified three issues that require such specificity.
10 These issues are listed below.

- 11 (1) Unbundling Local Loops
- 12 (2) Access to AIN Databases, and
- 13 (3) Unbundled Platform

14
15 Q. IS BELLSOUTH ABLE TO "FULLY IMPLEMENT" THE UNBUNDLING OF
16 THE LOCAL LOOP BASED ON ITS STATEMENT OR THE ARBITRATED
17 AGREEMENTS?

18 A. BellSouth is not able at this time to "fully implement" the unbundling of loops either under
19 the Statement or the arbitrated agreements referenced in its testimony because (1) it does
20 not have an OSS system to support non-discriminatory provisioning and (2) it does not
21 provide parity for customer due dates.

1
2 **Q. WHAT IS REQUIRED TO "FULLY IMPLEMENT" THE UNBUNDLING OF**
3 **LOOPS?**

4 **A.** Full implementation requires, at a minimum, a fully tested and functioning process for pre-
5 ordering, ordering, provisioning, maintenance and billing. See First Report and Order, ¶
6 386. An ILEC cannot "fully implement" any checklist item merely by signing a piece of
7 paper with a CLEC. BellSouth must have a working process in place to provision and
8 maintain loops, and the process must be adequately tested and demonstrated to work in a
9 market environment. In order to provide "nondiscriminatory" access to unbundled loops,
10 BellSouth's pre-ordering, ordering, provisioning, maintenance, and billing systems must
11 ensure that CLECs can obtain loops at the same intervals that BellSouth obtains them for
12 itself.

13
14 **Q. WHAT IS INVOLVED WITH THE CUTOVER OF A PRE-EXISTING**
15 **CUSTOMER'S LOOP TO A CLEC?**

16 **A.** Once BellSouth receives an order from the CLEC, the following are the major activities
17 that must occur to move the customer's loop to a CLEC:

- 18
19 1. The cross-connection on the main distributing frame (MDF) to the CLEC's
20 collocated equipment must be pre-wired.
21 2. BellSouth must verify the appearance of the customer's loop on its MDF.

1 3. BellSouth must coordinate with the CLEC to ensure that the CLEC is prepared to
2 accept the customer's service at the scheduled time to prevent an outage condition
3 for the customer.

4 4. At the scheduled time, BellSouth will remove the loop connection to its switch and
5 terminate the pre-wired cross-connections to the CLEC's collocated equipment.
6

7 **Q. ARE INTERVALS FOR PROVISIONING UNBUNDLED LOOPS AVAILABLE**
8 **FROM BELL SOUTH?**

9 **A.** No. BellSouth has stated that its intent is to establish intervals for unbundled loops on a
10 "Customer Desired Due Date" (CDDD) basis. BellSouth does not, however, commit to
11 meeting these intervals. All intervals are subject to negotiation, and BellSouth promises
12 only to provide the loops subject to "projected workload, features and services requested
13 and equipment availability." It believes that these items can only be determined when the
14 order is processed.

15
16 These discriminatory provisioning intervals quite literally give BellSouth the ability to
17 manage the rate at which its competitors grow. Such power imposes intolerable burdens
18 on CLECs, and is antithetical to the development of competition.

19

20 **Q. IS BELL SOUTH ABLE TO "FULLY IMPLEMENT" THE UNBUNDLING OF**
21 **THE ADVANCED INTELLIGENT NETWORK (AIN) DATABASE IN THE**

1 **SIGNALING NETWORK BASED ON ITS STATEMENT OR THE**
2 **ARBITRATED AGREEMENTS?**

3 A. BellSouth has offered to unbundle its signaling network consisting of the signaling links,
4 signal transfer points (STPs), and service control points (SCPs)/databases. This includes
5 access to its AIN capability. BellSouth has stated that other carriers will have access to the
6 AIN databases and that it will be able to introduce third party services using BellSouth's AIN
7 databases on the same terms and conditions as BellSouth.

8
9 Having made these statements, however, BellSouth's Statement contains no specific
10 information on terms and conditions pursuant to which a carrier can develop AIN services
11 through BellSouth's service creation environment (SCE). BellSouth has no written procedures
12 for testing feature interaction, and no established certification program for testing proposals by
13 carriers seeking to access the BellSouth AIN call-related databases. Instead, BellSouth states
14 simply that each request will be handled individually. Without any infrastructure to support the
15 development of AIN services, there is no basis for making an evaluation of BellSouth's
16 promises to provide nondiscriminatory access to AIN.

17
18 BellSouth states that it will make available AIN services to third parties, but it has not published
19 any listing of service applications (with corresponding service descriptions) that are resident in
20 its AIN SCP, nor has BellSouth provided ordering processes and supporting documentation or

1 rates associated with access to those applications. Without such information, there can be no
2 claim that BellSouth has offered those AIN services to third parties.

3
4 **Q. WHAT IS THE "UNBUNDLED PLATFORM"?**

5 **A.** The unbundled platform is a combination of UNEs, consisting of the unbundled loop,
6 network interface device (NID), local switching, common and dedicated transport,
7 signaling and call-related data bases, and tandem switching, that permits a new local
8 service provider to offer local exchange and exchange access service. With this
9 combination, a local service provider can offer a full range of telecommunications services
10 to end users and other carriers. With the platform, there is more flexibility than with a
11 resold service in which the CLEC is merely purchasing on a wholesale basis what
12 BellSouth already provides to end users.

1
2 **Q. DOES THE FCC ADDRESS THE UNBUNDLED PLATFORM IN THE FIRST**
3 **REPORT AND ORDER?**

4 A. Yes. The FCC rules explicitly prohibit ILECs from separating network elements that are
5 currently combined by the ILEC unless a carrier specifically requests otherwise. 47 C.F.R.
6 § 51.315(b). The FCC further explains that the ILEC "must provide, as a single,
7 combined element, facilities that could comprise more than one element." First Report
8 and Order, ¶ 295. This plainly describes the ILEC's obligations under Section 251
9 regarding access to the unbundled platform. The ILEC must make the platform available
10 as a single combined element. Moreover, the pricing must be the same as the pricing for
11 other UNEs, which the FCC has held is TELRIC pricing.

12
13 **Q. IS BELL SOUTH IN A POSITION TO IMPLEMENT THE UNBUNDLED**
14 **PLATFORM ON A NONDISCRIMINATORY BASIS?**

15 A. No. Assuming that BellSouth was permitted to provide the unbundled platform in a manner
16 consistent with the Act, it is not in a position to do so now. Implementation of the
17 unbundled platform will require fully tested interfaces between BellSouth and the new
18 local service providers. BellSouth will have to develop procedures for dealing with large
19 scale transfers of customers to the unbundled platform. If such procedures are not
20 developed, and delays in the transfer of customers occur, then AT&T and the other new
21 entrants that offer the unbundled platform will suffer because their service will be viewed

1 by customers as unreliable, even though it is BellSouth that is responsible for the delay. In
2 the absence of appropriate and detailed procedures to govern the timely transfer of
3 unbundled platform customers from BellSouth to AT&T and other new competitors,
4 BellSouth cannot claim to be providing nondiscriminatory access as required by the Act.
5 AT&T witness Pfau explains in more detail the timeline BellSouth is working on to deliver
6 this capability.

7
8 **Q. IS THIS IMPLEMENTATION A PARTICULAR CONCERN WITH RESPECT**
9 **TO BELL SOUTH?**

10 **A.** Unfortunately, yes. Without specific experience with BellSouth, AT&T and other
11 carriers would not know if BellSouth will honor the statement or the arbitrated
12 agreements. It would be possible for BellSouth to appear to implement an element based
13 on an agreed to schedule and find out that it simply doesn't work as BellSouth promised
14 or it was not technically available as agreed to. The recent experience of ACSI is an
15 excellent example of this result and should be heeded for the caution that it clearly
16 demands. It is imperative that the Commission establish clear timetables, standards and
17 benchmarks for judging BellSouth's performance in the unbundling of its local monopoly
18 bottleneck. Moreover, sufficient remedies and penalties must be developed and applied
19 for any BellSouth failure to meet those timetables, standards, and benchmarks. Even the
20 interconnection agreement signed by AT&T and BellSouth required AT&T to give up all

1 hope of a definitive set of standards and performance metrics until a minimum of 45 days
2 after its approval. Appendix 12 of the agreement contains these prophetic words:

3 **"PERFORMANCE MEASUREMENT**
4 **RESERVED FOR FUTURE USE"**

5
6 **Q. WHY IS TESTING AND OPERATIONAL EXPERIENCE IMPORTANT?**

7 **A.** Testing and operational experience is important because it provides an opportunity for
8 BellSouth and the CLECs to resolve the implementation problems that will undoubtedly
9 arise and to adjust to the new environment created by the Act. For example, if the pre-
10 ordering, ordering, provisioning, and maintenance services associated with the unbundled
11 platform are not provided by BellSouth on a timely basis, a CLEC's customer will likely
12 perceive the resulting provisioning delay and inferior customer service to be the fault of
13 the CLEC and not BellSouth. In addition, it will be necessary to determine that BellSouth
14 is in a position to handle large numbers of orders so that customers can obtain timely
15 service in switching their local service provider and not be subject to delays that would
16 affect the competitive choices of those customers.

17
18 Testing and operational experience will permit carriers and regulators to correct the
19 problems that will arise in the new environment such as occurred in the ACSI situation
20 and to make a determination that BellSouth has implemented the systems necessary to
21 permit the marketplace to work. As BellSouth Witness Scheye stated, "There can be no

1 doubt that the new procedures can be complex and that neither BellSouth nor the CLECs
2 have a great deal of experience currently with these procedures. The CLECs will need to
3 continue to work cooperatively in gaining experience and resolving problems if any should
4 occur." A more accurate final sentence would have stated that BellSouth will need to
5 continue to work cooperatively in gaining experience and resolving the problems that
6 WILL occur.

7
8 In short, full implementation of the requirements of the Act and of the FCC and this
9 Commission must be demonstrated by operation in the competitive marketplace and
10 cannot be determined solely by written statements or promises of action in the future.
11 BellSouth has very little incentive to speed the opening of the local monopoly bottleneck,
12 particularly if it can gain in-region interLATA relief before competition in the local
13 exchange becomes a reality. The testing and operational period acts as an effective
14 incentive to encourage BellSouth to resolve any implementation problems that may arise
15 and thereby speed the day when BellSouth appropriately can seek FCC authorization for
16 in-region interLATA relief.

1 Q. WHAT IS THE MARKETPLACE OPERATIONAL EXPERIENCE BELLSOUTH
2 HAS HAD IN PROVIDING EACH NETWORK ELEMENT ON AN UNBUNDLED
3 BASIS, AND IN VARIOUS COMBINATIONS?

4 A. The deficiencies in BellSouth's provisioning process are confirmed by the small amount of
5 market experience in Georgia. ACSI in Columbus, Georgia has attempted to purchase
6 unbundled loops from BellSouth, but BellSouth provided loops to ACSI at intervals that
7 were not at parity with BellSouth. Indeed, BellSouth used the disparity in provisioning
8 intervals as an advertising tool. ACSI has filed a complaint with the Georgia Commission
9 and with the FCC.

10
11 Q. IS BELLSOUTH ABLE TO PROVIDE EACH SUCH UNE AT SUBSTANTIAL
12 VOLUMES (I.E., NUMBERS, AMOUNTS OF CAPACITY, AND
13 TIMEFRAMES)?

14 A. The only CLEC that has attempted to use UNEs other than interconnection trunks is
15 ACSI. ACSI's experience, which involved an extremely small number of loops,
16 demonstrates that BellSouth is not ready to provide substantial volumes at the present
17 time.

18
19 Q. ARE CLECS ABLE TO OBTAIN AND UTILIZE UNES AT A QUALITY LEVEL
20 EQUAL TO THAT OBTAINED BY BELLSOUTH WHEN IT USES THAT
21 ELEMENT, IF NOT, WHY NOT?

1 A. As previously stated, ACSI attempted to interconnect with BellSouth using a UNE other
2 than interconnection trunks. Based on the specifics described in its complaint, it is
3 apparent that neither the provisioning internals nor the coordination involved in the
4 installation of service for a customer was provided at parity. As AT&T's Witness Pfau
5 will explain in his testimony, this parity continues to be unavailable and is not even
6 scheduled until at least 12/31/97.

7
8 **Q. HAS BELLSOUTH OR THIS COMMISSION RECEIVED WRITTEN**
9 **COMPLAINTS FROM NEW ENTRANTS REGARDING POLICIES OR**
10 **PRACTICES CONCERNING UNBUNDLED NETWORK ELEMENTS, AND**
11 **WHAT WAS THE BASIS FOR, AND RESOLUTION OF, SUCH COMPLAINTS?**

12 A. As has been stated, not only BellSouth and this Commission, but also the FCC, have
13 received written complaints from ACSI based upon the situation both they and their
14 customers were subjected to as a result of BellSouth's actions.

15
16 **Q. WHAT STEPS SHOULD BE TAKEN TO ENSURE THAT IMPLEMENTATION**
17 **TAKES PLACE ON AN APPROPRIATE BASIS?**

18 A. An important implementation issue is the ability of new competitors to determine that they
19 are receiving treatment equivalent to that provided to BellSouth and its affiliates. To do so
20 it is necessary to establish benchmarks and performance standards that are readily
21 understandable and can be used by the carriers and this Commission in determining

1 whether new service providers are receiving nondiscriminatory treatment. It is therefore
2 critical that there be standards for implementation of the unbundling of the elements that
3 cover pre-ordering, ordering, provisioning, and maintenance of the unbundled switch and
4 the unbundled platform. This is especially critical because BellSouth contends that it does
5 not know what its own internal benchmarks are. (See Scheye testimony)

6
7 **Q. WHAT OTHER SAFEGUARDS WOULD YOU RECOMMEND WITH RESPECT**
8 **TO NETWORK UNBUNDLING?**

9 **A.** It is vitally important that there be a period to permit BellSouth and the CLECs to work
10 out transitional issues and ensure that the unbundling of network elements has taken place.
11 The Act and Georgia law provide for a total overhaul of the local exchange with the goal
12 of introducing competition and dismantling the monopoly local exchange bottleneck. This
13 is not something that can occur overnight, as BellSouth Witness Scheye pointed out.
14 Rather it is a complicated and difficult process not unlike the divestiture of AT&T on
15 January 1, 1984 which resulted in significant industry and consumer upheaval for a period
16 of years.

17
18 In light of BellSouth's claim that it has fully implemented the unbundling requirements,
19 these issues are in BellSouth's view not of such importance to delay BellSouth's entry into
20 the market area from which it is prohibited today. Although BellSouth claims that it has
21 already implemented unbundling, there remain a significant number of operational and

1 technical matters that must be resolved. These matters include several of the unbundling
2 issues described in this testimony, as well as LNP, and OSS issues -- which all require
3 new, complicated, and untested interfaces and interrelated arrangements. Before an ILEC
4 can claim that network unbundling has been "fully implemented," a number of distinct and
5 interrelated systems and interfaces have to be subjected to operational testing in the
6 marketplace to determine that they are sufficient to support the volumes necessary to meet
7 the needs of carriers and end users. AT&T's divestiture experiences with the interfaces
8 between its provisioning systems and those of BellSouth are ample evidence of what can
9 happen when large quantities of orders flow, as would be expected under real competition
10 in the local market.

11

12 **III. ACCESS TO POLES, CONDUITS, AND RIGHTS-OF-WAY**

13 **Q. WHAT DOES THE ACT REQUIRE IN TERMS OF BELL SOUTH'S**
14 **OBLIGATIONS TO PROVIDE CLECS ACCESS TO POLES, CONDUITS, AND**
15 **RIGHTS-OF-WAY?**

16 **A.** The Act requires BellSouth to provide CLECs with access to and use of the poles,
17 conduits, and rights-of-way owned and/or controlled by BellSouth under
18 nondiscriminatory terms and conditions.

19

20 BellSouth must demonstrate that it is consistently responding to requests within the 45
21 day time period set by the FCC rules. BellSouth must demonstrate that it is, on a regular

1 and consistent basis, actually taking all reasonable steps to make access available,
2 including making modifications to its poles, conduits, ducts and rights-of-way where
3 necessary to create additional capacity.
4

5 It cannot be assumed that BellSouth's promises of access will become fact. Thus, until
6 such time as the new entrants are actually able to use existing BellSouth distribution
7 facilities, including its rights-of-way, to deploy their own networks, and are able to
8 actually use those networks to provide widespread competition to BellSouth, the effect of
9 BellSouth's proposals governing access will remain untested. In the absence of such "field
10 testing," BellSouth will not be able to establish to the Commission that it has met the
11 competitive checklist with respect to this item.
12

13 **Q. AS TO EACH OF THE PATHWAYS, POLES, CONDUITS, DUCTS, AND RIGHTS-**
14 **OF-WAY CONTROLLED BY BELL SOUTH, WHAT (IF ANY) DIFFERENCES**
15 **EXIST IN THE ACCESS OF BELL SOUTH (AND BELL SOUTH AFFILIATES) AND**
16 **OF ANY OTHER PROVIDER, AND WHAT ARE THE REASON(S) FOR ANY**
17 **SUCH DIFFERENCES?**

18 **A.** As a traditional monopoly provider of telecommunications services, BellSouth has been
19 able to obtain access to public and private corridors necessary for the construction of
20 critical network facilities. These have been accumulated over decades under a monopoly

1 environment, and they are an area of great advantage to BellSouth relative to new
2 entrants.

3
4 In order to implement this checklist item, it will be necessary for BellSouth to establish
5 non-discriminating processes that CLECs will follow to gain access to BellSouth's right of
6 ways, poles, conduits and ducts. The purpose of having defined process steps with
7 established deadlines in place now, and not offered to be established at some future date,
8 is to insure that BellSouth's "promises" that it "will" implement a process do not remain
9 just that, unfulfilled promises. Indeed, BellSouth's proposed Statement has no deadlines
10 for make ready work, stating instead that it will negotiate individual due dates on make
11 ready jobs. Furthermore, unless the process steps for access are defined in specific terms
12 approved by this Commission, BellSouth can unilaterally modify the process whenever it
13 wishes, irrespective of the effect any such modifications to the process it ultimately may
14 establish would have on new entrants.

15
16 **Q. HAS BELL SOUTH MADE ITS MAPS, PLATS, AND OTHER RELEVANT DATA,**
17 **AND THE TERMS AND CONDITIONS OF SUCH AVAILABILITY AVAILABLE**
18 **TO OTHER CARRIERS?**

19 **A.** While BellSouth has agreed in language to provide access to its engineering records, again
20 no clearly defined process is in place to implement such access. New entrants must have
21 access to full and complete information regarding pathway facilities to perform route

1 planning for new telecommunication facilities. Route planning requires that engineers
2 design a route by piecing together, segment by segment, available pathway segments
3 owned and controlled by BellSouth, in order to create a pathway to place new facilities to
4 connect carriers' facilities and to connect to a customer. To accomplish this, engineers
5 must have access to as much information regarding available pathway facilities as possible
6 to be able to select the most efficient route from all of the available segment options. A
7 lack of access to full, reliable, accurate and timely information regarding pathway facilities
8 acts as an impediment to new entrants in their attempts to enter the local exchange
9 telecommunications market on a facilities basis.

10
11 If BellSouth does not fully disclose complete information regarding existing infrastructure
12 to new entrants' engineers, new entrants will be unable to consider all available route
13 options. This would have significant impact to AT&T's ability to plan its network in the
14 most efficient and cost effective manner. Thus, a new entrant may incur substantial
15 additional costs in building its network that could be avoided if its engineers and route
16 planners have access to this additional information.

1
2 **IV. PARITY STANDARDS AND PERFORMANCE MEASUREMENTS;**
3 **DIALING PARITY; AND NUMBER ASSIGNMENT.**
4

5 **Q. WHAT ARE THE OTHER AREAS OF DISCUSSION REGARDING NON-**
6 **DISCRIMINATORY ACCESS NOT ADDRESSED IN BELL SOUTH'S**
7 **STATEMENT?**

8 A. There are other areas of discussion regarding non-discriminatory access to BellSouth's
9 network that are not addressed in BellSouth's Statement that should be considered. These
10 areas concern the following:

11 (i) Parity Standards and Performance Measurements;

12 (ii) Dialing Parity, and

13 (iii) Number Assignment.
14

15 **(i) PARITY STANDARDS AND PERFORMANCE MEASUREMENTS**
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17 **Q. WHY IS PARITY IMPORTANT?**

18 A. Parity is necessary for robust competition to develop. Initially, new entrants like AT&T
19 must purchase most of the services, network elements, and interconnection necessary to
20 provide local exchange service. BellSouth is the sole source for those items. New

entrants, therefore, cannot provide high quality services to consumers unless BellSouth first provides high quality services to new entrants.

Q. WHAT DID THE ACT STATE REGARDING PARITY?

A. The Act and its implementing regulations clearly require BellSouth to provide parity. 47 U.S.C. § 251(c)(2)-(4); FCC Order No. 96-325, ¶¶ 970, 224, 313, at 114, 157, 479 (see 61 Fed. Reg. 45505, 45513, 35570, at ¶¶ 168, 225, 644); 47 C.F.R. §§ 51.305(a), 51.311(b) (to be codified).

Q. HOW CAN MEASUREMENTS AND STANDARDS SUPPORT THE DELIVERY OF SERVICE AT PARITY?

A. Objective standards and measurements are critical in determining whether BellSouth is providing products to new market entrants that are at least equal in quality to the services that BellSouth utilizes to support its retail operations. Objective and quantifiable measurements of service quality are necessary so that all parties can reasonably determine whether a quality problem exists. They provide carriers and this Commission with a means to ensure that BellSouth is providing high quality services -- they measure service quality and highlight areas that need special management attention.